

# EXHIBIT B



## Live Auction User Agreement

### Live Auction Agreement

THE FOLLOWING DESCRIBES THE TERMS ON WHICH EBAY OFFERS YOU ACCESS TO LIVE AUCTIONS CONDUCTED BY PARTICIPATING AUCTION HOUSES AND LICENSED AUCTIONEERS ("AHs").

Welcome to eBay Inc.'s Live Auction User Agreement (the "Agreement"). This Agreement supplements and is made part of the eBay User Agreement that you have already agreed to, and contains additional and different terms and conditions applicable to your usage of the live auction services we host and participation in live auction events conducted by the AHs. The eBay User Agreement is incorporated herein by reference, and in the event of any conflict between the terms of this Agreement and the eBay User Agreement, this Agreement shall govern.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective on a prospective basis once they are posted on our site. This Agreement may not be otherwise amended except in a writing signed by you and eBay Inc.

1. **Eligibility.** Each AH that conducts a live auction will have its own eligibility requirements that must be met in order for you to participate in that auction. You may be required to apply for and obtain approval in order to participate in a specific live auction. Approval to participate in one live auction does not guarantee approval to participate in any other live auction, conducted either by that AH, or another AH. Each AH has sole discretion to refuse to approve your eligibility for any live auction.
2. **Fees.** Each AH may charge a buyer's premium (which is an additional fee that a winning bidder is required to pay above the auction price) as well as other shipping, handling, and other fees. These fees are subject to change depending upon the AH and the particular item for sale, and are set by the AH.
3. **eBay is Only a Venue.**
  1. **Services.** We are not an auction house and are not conducting the live auctions. Our service allows you to participate in live auctions conducted by the AHs. We are solely a passive conduit to facilitate communication between you and the AH. We reserve the right in our sole discretion to change some or all of our services at any time.
  2. **Control.** We have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of AHs to sell or the ability of buyers to buy items. We do not ensure that a buyer or seller will actually complete a transaction.
  3. **Release.** Because we are not involved in the actual transaction between buyers and AHs, in the event that you have a dispute with an AH, you release eBay (and our officers, directors, agents, parent, subsidiaries, joint ventures, and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
  4. **Auction Houses.** AHs will list items up for auction for you to bid on. Auction dates and times, as well as the number, character, and order and schedule of the items to be auctioned are set by the AH

and are subject to change without notice. Individual lots and items may be modified or changed at any time. Some lots and items that are made available on the auction floor will not be included in the online live auction services. We do not control the information that is provided by AH's and which is made available through our system. We do not guarantee that the AH's maintain proper auctioneer's licenses or comply with all laws.

- 5. Bidding, Buying and Conditions of Sale.** The terms and conditions for participation in each auction, including how bids are accepted, rules governing absentee bids, bid increments, bid retraction and cancellation, the conditions the buyer must meet to purchase the item, as well as the specific conditions of sale (such as warranties, shipping costs, insurance, and the like) may change for each auction by the AH. The AH is required to post such terms and conditions and to maintain the terms throughout the auction period. You agree to be bound by those bidding terms and conditions of sale by agreeing to this Agreement. This Agreement, in addition to those AH terms and conditions, govern your bidding activity as well as your participation in an auction. The AH acts as an auctioneer and has the final determination with respect to the bidding on the item, the sale of the item and the resolution of disputes.
- 6. Video and Audio.** Any audio or video aspects of a live auction event are for entertainment purposes only.
- 7. Privacy.** Any information you provide to us and your use of information available on our web site is governed by our privacy policy (available at <http://pages.ebay.com/help/community/png-priv.html>). Any information you provide to the AH or other third parties is governed by their respective privacy policies.
- 8. No Warranty.** WE AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT BIDS WILL BE RECEIVED BY THE AH OR INFORMATION REGARDING CURRENT PRICE WILL BE TRANSMITTED IN A TIMELY FASHION, NOR DO WE GUARANTEE THE PERFORMANCE OF ANY OBLIGATIONS BY AN AH. WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.
- 9. Liability Limit.** IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES, THE FAILURE OF ANY BID OR PRICING INFORMATION TO BE TRANSMITTED OR RECEIVED BY YOU OR THE AH IN A TIMELY MANNER, THE INTERRUPTION OF ANY DATA TRANSMISSION, AUDIO OR VIDEO BROADCAST, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100.00. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

### Welcome to Live Auctions

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- How to Search
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Still have a question? Ask our Live Auctions support staff at [lasupport@ebay.com](mailto:lasupport@ebay.com).

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